

**Resolution 2021-R-77**

*Authorizes the execution of a Service Agreement with The Exceptional Foundation*

**BE IT HEREBY RESOLVED** by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present that Mayor James D. Stewart, Jr. is hereby authorized to execute a Community Services Agreement with **The Exceptional Foundation** in the amount of \$2,500.00 in substantially in the form attached hereto as Exhibit A.

**ADOPTED & APPROVED:** This the 21st day of July, 2021.

\_\_\_\_\_  
David Spivey, City Council President

**APPROVED:**

\_\_\_\_\_  
James D. Stewart, Jr., Mayor

**ATTESTED:**

\_\_\_\_\_  
Lu Jackson, City Clerk

**CERTIFICATION**

I, Lu Jackson, City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on July 21, 2021, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
Lu Jackson, City Clerk

**Exhibit A**

**SERVICE AGREEMENT**

This agreement made and entered into by and between the City of Irondale, Alabama, a municipal corporation (hereinafter referred to as the "City") and **The Exceptional Foundation**, an Alabama non-profit corporation (hereinafter referred to as the "Contractor").

**WHEREAS**, the **Contractor** performs certain services for individuals with special needs in the City of Irondale, Alabama; and

**WHEREAS**, the City is desirous of obtaining Contractor's services as designated below and finds that a public purpose is served through the obtaining of Contractor's services as set forth herein.

**THEREFORE**, the parties hereto promise, covenant and agree as follows:

1. Contractor hereby agrees to provide services to individuals with special needs in Irondale whose needs may not be met by social and recreational programs.
2. The City shall pay to the Contractor a total of **Two Thousand Five Hundred Dollars and 00/100 (\$2,500.00)**. Payment will be made upon receipt of a copy of Contractor's most recently completed audit and any other reports and information deemed appropriate and requested by the City.
3. Absent any determination of intentional default, this agreement shall renew annually upon the approval of the then current fiscal year budget by the City Council under the same terms and conditions unless **(1)** canceled on sixty (60) days written notice by either party; or, **(2)** funds are not appropriated to the Contractor by the Irondale City Council in such budget.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the \_\_\_\_day of July, 2021.

**CITY OF IRONDALE, ALABAMA**

**THE EXCEPTIONAL FOUNDATION**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Printed Name: James D. Stewart, Jr.

Printed Name: \_\_\_\_\_

Its: Mayor

Its \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_